

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SERVICES BEING ACQUIRED

The Contractor shall, in accordance with the terms of this Contract, provide the personnel, equipment, materials, supplies, and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to, providing its best efforts so as to carry out in an efficient and effective manner all necessary and related services to manage and operate the Savannah River Site (SRS) owned by the U.S. Department of Energy (DOE), located near Aiken, South Carolina, as described in Section C, Statement of Work (SOW), or as may be directed by the Contracting Officer (CO) within the scope of this Contract.

B-2 TRANSITION COST, ESTIMATED COST, MAXIMUM AVAILABLE FEE AND AVAILABLE FEE

B-2.1 Transition Activities

The transition activities shall be conducted during the period specified in the clause in Section F entitled "Term of Contract" and shall be performed in accordance with the clause in Section H entitled "Transition Activities" on a cost-reimbursement basis, and no fee shall be paid for these activities.

B-2.2 Fixed Fee

The Contractor shall be paid a fixed fee of \$ _____*_____ for the period October 1, 2007 – March 31, 2008.

B-2.3 Total Available Fee

- (a) The total available fee for the base period of the contract, beginning April 1 2008, and the option period, if exercised, is shown below. The total available fee shall be made available in accordance with Section I Clause entitled, DEAR 970.5215-1, "Total Available Fee: Base Fee Amount and Performance Fee Amount." Since the total available fee for each period has been established below, there will be no annual negotiation of total available fee at the beginning of each fiscal year as contemplated in paragraph (b) of the above referenced clause.

PERFORMANCE PERIOD	Total Available Fee
Base Contract Period	
April 1, 2008 – September 30, 2008	\$ *
October 1, 2008 – September 30, 2009	\$ *
October 1, 2009 – September 30, 2010	\$ *
October 1, 2010 – September 30, 2011	\$ *
October 1, 2011 – September 30, 2012	\$ *
Option Period	
October 1, 2012 – September 30, 2013	\$ *
October 1, 2013 – September 30, 2014	\$ *
October 1, 2014 – September 30, 2015	\$ *
October 1, 2015 – September 30, 2016	\$ *
October 1, 2016 – September 30, 2017	\$ *

*The Offeror shall propose the total available fee and fixed fee for each applicable performance period in accordance with the instructions in Section L-3, Proposal Preparation Instructions – Volume I, The Offer, paragraph (i).

- (b) At the end of each performance period specified above, there shall be no adjustment in the amount of the total available fee based on differences between any estimate of cost for performance of the work and the actual cost for performance of the work. Fee is subject to adjustment only under the provisions of the clause in Section I entitled “Changes”; and, for a plus or minus 15% change in the estimated fee base of \$721,700,000.00 upon which the awarded contract was based. If an adjustment in the fee is necessary in accordance with this subparagraph, the revised fee shall be calculated in accordance with the DOE fee policy in effect at the time of the adjustment multiplied by the ratio of the maximum fee specified in the solicitation Section L-3 and the total available fee specified in paragraph B-2.3(a) above for the applicable performance period to which an adjustment is to be made.

B-3 AVAILABILITY OF APPROPRIATED FUNDS

Except as may be specifically provided to the contrary in the Contract Clause entitled "Nuclear Hazards Indemnity Agreement," the duties and obligations of the Government hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which DOE may legally spend for such purposes.

B-4 OBLIGATION OF FUNDS

Pursuant to the Contract Clause entitled "Obligation of Funds," the total amount obligated by the Government with respect to this Contract is \$ _____.

B-5 SUPPLEMENTAL FEE PAYMENT PROVISIONS

The National Nuclear Security Administration (NNSA) and Environmental Management (EM) incentives established under this contract are contained in the Performance Evaluation and Measurement Plan (PEMP). Provisions regarding payment of the incentives are included in the PEMP. Special provisions regarding payment of an incentive may also be included in the incentive itself.

B-6 KEY PERSONNEL REPLACEMENT

Unless approved in advance, in writing, by the CO, should any Key Personnel be removed, replaced, or diverted by the Contractor for reasons under the Contractor's control (other than to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization) within the first two years of performance from the effective date of the contract (SF 33, Block 2); or for a replacement Key Person within two years of being placed in the position, the Contractor shall forfeit \$1,000,000 in fee if said Key Person is the Chief Executive, and \$500,000 in fee for each occurrence with all other key personnel.

B-7 SINGLE FEE

If the Contractor is part of a consortium, joint venture, and/or other teaming arrangement, the team shall share in this Contract fee structure and separate additional subcontractor fee for teaming partners shall not be considered an allowable cost under the contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit earned by such entity shall not be considered an allowable cost under this contract unless otherwise approved by the Contracting Officer.